

Lisbon CSD

Lisbon EA

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LISBON

CSD/EA

06-07

# **MASTER CONTRACT**

**LISBON BOARD OF EDUCATION**

**LISBON EDUCATION ASSOCIATION**

**2006-2007**

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## **ARTICLE I RECOGNITION**

This Agreement is entered into between the Board of Education of the Lisbon School District and the Lisbon Education Association.

### **A. DEFINITIONS**

1. The term "board", as used in this agreement, shall mean the Board of Education of the Lisbon School District or its duly authorized representatives.
2. The term "employee", as used in this agreement, shall mean all professional employees represented by the Association on the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "association", as used in this agreement, shall mean the Lisbon Education Association or its duly authorized representatives or agents.
4. The term "school year", as used in this agreement, shall mean the normal employee working year as established by the Board.
5. The term "year of service", as used in this agreement, shall mean employment in the Lisbon School District for ninety (90) teaching days or more in one school year. A teaching day shall be defined as employment for at least half of a "workday", as delineated in Article VIII, Section A (1). Any employee who works less than half of a "workday" for ninety (90) or more teaching days will receive credit for one half of one year of service for purposes of seniority.

### **B. UNIT**

The Board hereby recognizes the Lisbon Education Association, an affiliate of the Iowa Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (case #271) issued by the PERB on the 26th day of August 1975 as follows:

**INCLUDED:** All full-time and regular part-time professional personnel including but not limited to classroom teachers, guidance counselors, librarians, four year degree nurses and Title I teachers.

**EXCLUDED:** Superintendents, assistant superintendents, principals, and assistant principals and all non-certified employees and all other excluded by Section 4 of the PERA.

## **ARTICLE II GRIEVANCE PROCEDURE**

### **A. DEFINITION**

1. A grievance is a claim by an employee, a group of employees, or the association that there has been a violation, misinterpretation, or misapplication of any provision of the agreement.

2. School days shall mean those days when employees are scheduled to be present, except during summer vacation when school days shall mean days when the Superintendent's office is open.
3. Grievant shall mean the person or persons or the association making a claim that there has been a violation, misinterpretation, or misapplication of any provision of the agreement.

## **B. PROCEDURE**

Recognizing the necessity of maintaining without interruption educational services to the community, it is hereby agreed that if during the term of this agreement any difference should arise between the Board and any employee as to the interpretation and application of any of the specific provisions of this agreement, that all investigations or other handling or processing of said grievances by or in behalf of the grieving employee shall be conducted so as to result in no interference or interruption whatsoever of the instructional program and assigned duties of the grieving employee or the teaching staff.

A grievant covered by this agreement shall have the right to present grievances in accordance with this procedure, but only if and to the extent that the grievant is personally aggrieved.

The failure of an employee or the association to act on any grievance in the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

The time limits may be extended by mutual written agreement.

### **FIRST STEP**

An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his/her principal or supervisor. This discussion must be held within fifteen (15) school days from the date of occurrence of the event giving rise to the grievance.

### **SECOND STEP**

If the grievance cannot be resolved informally, the aggrieved employee shall file a grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the collective bargaining agreement allegedly violated and shall state the remedy requested. The filing of the formal written grievance at the Second Step must be received within ten (10) school days from the date of receiving the principal's answer from Step One. The principal shall make a decision on the grievance and communicate it in writing to the employee and to the Superintendent within ten (10) school days after receipt of the grievance.

The grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, after Step One, by himself/herself and/or a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present beginning with Step Two.

### **THIRD STEP**

In the event the grievance has not been satisfactorily resolved at the Second Step, the grievant shall file within five (5) school days of the principal's written decision at the Second Step, a copy of the grievance with the Superintendent. Within ten (10) school days after the written grievance is filed, the aggrieved employee and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the Third Step grievance meeting and communicate it in writing to the grievant and to the principal.

### **FOURTH STEP**

If the grievance is not satisfactorily resolved at the Third Step, there shall be available a Fourth Step of impartial binding arbitration. The Association may submit in writing a request to the Superintendent within thirty (30) school days from receipt of the Third Step answer, to enter into such arbitration. An employee filed grievance may proceed to arbitration only with the approval of the Association.

Within seven (7) school days of receipt of the Association's request, a written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service (FMCS), by either party. The list shall consist of a minimum of five (5) arbitrators. Either party may reject the total list up to three times with a new list of five being received after each rejection. When a list is mutually acceptable to the parties, The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove a name shall do so within five (5) school days after receipt of the list. Each party shall then alternately strike names from the list. One (1) school day will be given for each striking, the sole remaining candidate being selected as the arbitrator.

The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

The arbitrator selected will hold hearings promptly and will render his written decision on a timely basis preferable within fifteen (15) days. The arbitrator shall decide all substantive and procedural arbitrable issues arising under this agreement. His award shall contain findings of fact, reasoning and conclusions on the issues submitted. His award, which shall be binding on both parties, shall be in accord with the provisions of this agreement. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this agreement.

The decision of the arbitrator may or may not include back pay, provided however that any back pay awards shall not be in excess of pay for one school year. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the grievant, the Board and their designated or selected representatives.

The arbitrator's award will be final and binding on the Association and its members, the employees involved, and the Board.

### **ARTICLE III**

#### **WAGES, SALARIES AND INSURANCE**

##### **A. SCHEDULE**

The salary schedule for employees covered by the adopted salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof.

##### **B. PLACEMENT ON THE SALARY SCHEDULE**

1. Placements - Disputes concerning placement on the salary schedule must be resolved when contracts are issued in the spring or at the time of hiring. Once an employee has signed his/her contract, placement will not be contested unless additional hours have been completed following the date of signing.
2. Credit for Experience - Credit up to the 10th step of any salary level on the current salary schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

##### **C. ADVANCEMENT ON THE SALARY SCHEDULE**

###### **1. INCREMENTS**

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached.

2. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another the employee shall file suitable evidence of additional credit earned with the Superintendent by September 1 of each school year. All courses and lane advancements must be approved by the Superintendent prior to final enrollment in the courses. Final enrollment is defined as the last day the institution will allow a person to drop a course. The course must meet the following qualifications:

- a. Courses must be in the employee's teaching area, or if outside the employee's teaching area, provide a definite benefit to the School District.
- b. The course may be used for renewal of a professional teaching certificate.
- c. The course hours may not be used for removal of temporary certification or for the initial certification of a professional certificate.
- d. Courses outside the employee's teaching area and which provide a definite benefit to the School District program shall be approved by the Superintendent.
- e. Only hours earned after the date the MA degree is confirmed will be counted towards MA+12 and MA+24 hours. This pertains only to employees hired by the District after April 11, 1997.

3. Vertical movement on the salary schedule is limited to one step per year.

4. Career increments of \$600 on the BA lane, \$900 on the BA+12 and BA+24 lanes, \$1100 on the MA lane, \$1200 on the MA+12 lane, and \$1300 MA+24 lane will be paid the year after the teacher has reached the maximum step on these lanes. A second career increment step for those who are currently on the first career increment will be \$600 on the BA lane, \$800 on the BA+12 and BA+24 lanes, \$1000 on the MA lane, \$1100 on the MA+12 lane, and \$1200 on the MA+24 lane. A third career increment step for those who are currently on the second career increment will be \$600 on the BA lane, \$700 on the BA+12 and BA+24 lanes, \$900 on the MA lane, \$1000 on the MA+12 and MA+24 lanes. A fourth career increment step for those who are currently on the third career increment will be \$600 on the BA lane, \$700 on the BA+12 and BA+24 lanes, \$900 on the MA lane, \$1000 on the MA+12 and MA+24 lanes. A fifth career increment step for those who are currently on the fourth career increment will be \$600 on the BA lane, \$700 on the BA+12 and BA+24 lanes, \$900 on the MA lane, \$1000 on the MA+12 and MA+24 lanes.

#### **D. METHOD OF PAYMENT**

##### **1. PAY PERIODS**

Each employee shall be paid twelve (12) equal installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days. Phase I and Phase II money will be paid on a monthly basis after it is received by the District.

##### **2. EXCEPTIONS**

When a pay date falls on or during a school holiday, or weekend, employees shall receive their pay check on the last previous working day.

##### **3. FINAL PAY**

Up to eight (8) employees may request the remaining part of their earned contracted salary on July 1. Requests for such payment should be submitted by May 20th. Requests may be denied if fulfilling the requests should require the Board to exceed cash and/or spending authority.

##### **4. COMPLIANCE**

If for any reason, the Board shall be unable to comply with any of the provisions of paragraph D if this article entitled Method of Payment, with respect to any of the time factors involved, such time factors shall be appropriately revised by agreement between the Association and the Board.

#### **E. EXTENDED CONTRACT RATE**

Employees whose contract stipulates more than one hundred ninety two (192) days of service shall be paid additional compensation. For each day of additional service, 1/192 of their base contract amount will be added to the base contract amount. New teachers to the district will work two additional days. However, their per diem rate will also be 1/192 of their base contract amount.



## **F. DRIVER EDUCATION**

Driver Education Instructor (s) shall be paid \$14.00 per hour for work directed by the Board, to be performed outside the normal school hours.

## **G. CURRICULUM DEVELOPMENT**

When a teacher is contracted for curriculum development or revision, he/she will be paid at the Phase III rate. This will not apply to or be in addition to projects approved under Phase III.

## **H. INSURANCE**

The Board and the Association recognize that insurance benefits are a fringe benefit that affects the base salary.

### **1. HEALTH, MAJOR MEDICAL, AND DENTAL**

The District shall pay a total of four hundred twenty-four dollars (\$424.00) per employee per month towards the employee insurance program. Final determination of the plan and carrier shall be made by July 1, 2006. Employees who are contracted for .5 F.T.E. or higher are eligible to participate in the Group Health & Dental Plan. The District will pay the premiums for qualifying part time employees at a rate proportional to their F.T.E. as compared to full time employees.

Insurance coverage will begin no later than the first day of the month after the first day of employment. For those employees not completing the contract year, insurance will terminate the first day of the month thirty (30) days after the termination date. Employees completing the full school year as assigned by the school calendar shall be insured until the first day of September. Rules and regulations of COBRA will be observed.

All insurance benefits and coverages shall be subject to the rules and regulations and insurance policy terms of the insurance company providing such insurance. Descriptions of coverages shall be provided in a special handbook given to each employee.

### **2. LIFE INSURANCE**

The District will provide term life insurance for each employee whose Schedule A contract is .5 FTE or above. It is understood that the amount of the term life insurance is based on the individual teacher's Schedule A salary. An employee may choose to pay the premium for this insurance.

### **3. LONG TERM DISABILITY INSURANCE**

The District will provide long term disability insurance for each employee whose Schedule A contract is .5 FTE or above. It is understood that the amount of the LTD insurance is based on the individual teacher's Schedule A salary. An employee may choose to pay the premium for this insurance.

4. **CONTINUATION**

In the event that an employee, absent because of illness or injury, has exhausted sick leave, the insurance benefits shall continue throughout the balance of the contract year. Employees on paid leave shall continue to have contributions made according to the level described above and subject to the terms and conditions of the existing insurance policy. Employees on non-paid leave for one month or longer shall have the option to continue any or all of the District paid insurance programs by paying the premiums to the District within thirty (30) days prior to the billing date, with the further provision that this option is subject to the approval of the insurance company.

5. **SELECTION OF CARRIER**

The insurance company providing coverage as provided in the article, shall be selected by the Board. The Association will be consulted as to any contemplated changes of carrier and plan.

The Board will implement the "Cafeteria" plan for insurance payment if legally permissible.

6. **WORKER'S COMPENSATION**

Absences due to injury incurred in the course of employment and covered under the worker's compensation rules of the State of Iowa, shall be filed with the school district's insurance company. The Board shall pay the difference between the daily net pay and the daily worker's compensation benefit to the employee. The total limit the Board will pay will be determined by the total number of accumulated sick leave days the employee has remaining in the given year.

**ARTICLE IV  
SUPPLEMENTAL PAY**

A. **EXTRA-CURRICULAR ACTIVITIES**

1. **APPROVED ACTIVITIES**

The Board and the Association agree that the extra curricular activities listed in attached Schedule B are official school sponsored activities.

2. **RATES OF PAY**

Employees participation in extra curricular activities which extend beyond the scheduled in-school day shall be compensated according to the rate of pay or other stipulations in Schedule B, which is attached hereto and made a part thereof.

B. **OTHER ASSIGNMENTS**

1. The following procedure will be followed in assigning employees to duties listed in section two below.
  - a. Employees volunteering for one of said duties shall receive a single pass to school activities.

- b. Employees volunteering for two of said duties shall receive a second single pass.
  - c. Employees volunteering for three of said duties shall receive a family pass in lieu of the second single pass.
2. An employee shall qualify for a pass by performing one or more of the following duties:
- a. Scorer, timer, announcer and statistician for high school athletic events.
  - b. Supervisor of students at sports, drama, and musical events.
  - c. Ticket-taker at any event.
  - d. Chaperone of pep bus or employee requested to attend any away event.
3. Coaches assigned to drive shall be paid the same as the regular drivers for their actual driving time.
4. Nothing shall deny the administration the right to utilize persons not included in the bargaining unit to cover the assignments listed in paragraph B-2 above.

Employees paid for events listed in paragraph B-2 above are excluded from payment if they are covered under Schedule B Supplemental pay.

### **C TRANSPORTATION**

Employees shall use school owned vehicles for transportation on field trips and other school related business. If it becomes necessary for an employee to use a personal vehicle for school business, the employee must have advance approval from administration. An allowance of 22.5 cents per mile shall be paid for use of personal cars for field trips or other business of the district.

Employees should be aware of the fact that their personal car insurance provides the primary coverage for such trips, with the school district's insurance plan providing co-insurance.

## **ARTICLE V LEAVES OF ABSENCE**

### **A. SICK LEAVE**

Employees shall be entitled to sick leave days with pay for personal illness in accordance with the following schedule.

- |                                                        |         |
|--------------------------------------------------------|---------|
| 1. First year of employment                            | 10 days |
| 2. Second year of employment                           | 11 days |
| 3. Third year of employment                            | 12 days |
| 4. Fourth year of employment                           | 13 days |
| 5. Fifth year of employment                            | 14 days |
| 6. Sixth year and subsequent years                     | 15 days |
| (add 15 days until the maximum of 120 days is reached) |         |

The above specified sick leave entitlements shall only apply to consecutive years of employment in the school district. Sick leave may begin the first day the employee is scheduled to report whether or not the employee reports for duty on that day. Unused sick leave days shall be accumulated from year to year until 120 days are accumulated. One hundred twenty (120) days shall be the maximum number of paid sick leave days taken during any single school year. The smallest unit of sick leave that may be used is 1/2 day. Nothing in this article limits the Board's right to require verification of use of any sick leave.

## **B. EXTENDED SICK LEAVE**

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the remainder of the contract year.

The leave and/or insurance benefits may be renewed each year by mutual agreement between the Board and the employee subject to any insurance coverage being approved by the insurance carrier.

## **C. PAID LEAVES**

### **1. PERSONAL DAYS**

Two personal leave days shall be granted without reasoning cited. Twenty-four (24) hour advance notice shall be required. These days shall not be used the first week or the last week of the school year. A week for this purpose shall be defined as the first seven calendar days of the school year and the last seven calendar days of the school year. There shall be a limitation of three (3) employees on leave per school day. These days may be used on the day before or the day after a vacation period (excluding summer vacation) or on the day before or the day after a paid holiday only if a substitute can be secured who has previously satisfactorily substituted in the school district. This leave must not be used in increments smaller than one-half (1/2) day.

This leave shall be used for personal business or financial matters which cannot be accomplished during time outside of the employee's work day. These leave days may be taken consecutively.

Employees may carry over one unused personal day for possible use the following year. The maximum number of leave days which may be used in a single year is three (3) days.

Each employee must decide by the last contract day to carry over one unused personal day otherwise employee will be paid. Each employee will be paid \$75.00 by the District for each unused personal day and \$37.50 for each unused half day, prorated to employee's full time equivalence (F.T.E.).

### **2. PROFESSIONAL LEAVE**

An employee may be granted professional leave upon approval by the principal and shall notify the principal at least one week in advance of the absence. The decision of the principal to grant or deny professional leave is not grievable by the employee or the Association. Professional days shall only be used for the purpose of:

- a. Approved visitation to view other instructional techniques or programs.
- b. Approved conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.
- c. Professional days may not be taken in increments smaller than 1/2 day.
- d. Expenses of the professional day will be paid by the Board, with the Board's contribution limited to seventy-five (\$75.00) dollars per day. The Board may, at the discretion of the Superintendent, pay more than this amount for board/administrator initiated professional days. Professional days are non-accumulative.

### 3. **BEREAVEMENT LEAVE**

Up to five (5) days of non-accumulative leave may be granted at any one time in the event of death of an employee's spouse, child, or parent. Up to three (3) days of leave may be granted at any one time in the event of the death of the employee's brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, or grandchild provided the employee attends the funeral.

Up to three (3) days of leave may be granted in the event of death of a parent or grandparent of an employee's natural born, adopted or step child(ren). (Ex-spouse, ex-father-in-law and mother-in-law).

One (1) day of leave may be granted to attend the funeral of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or grandparents. Bereavement leave shall be used to attend the funeral and other related purposes.

These terms are interpreted to mean: half, step, adopted, or natural.

### 4. **ILLNESS IN FAMILY**

Up to three (3) days of leave may be granted for sickness, surgery, or injury in the immediate family (children under nineteen (19) and spouse only). The employee will inform the principal of the need to obtain a substitute teacher. Upon returning to work, the employee will be required to provide a written verification of the illness/injury. Final approval of the leave will be at the sole discretion of the Superintendent.

With a doctor's written notice of need, these three days include leave granted for illness or injury of the employee's parents, adult children (nineteen and over), father-in-law and mother-in-law.

Leave is restricted to delivery only in maternity cases.

Employees may carry over one unused leave day for possible use the following year. The maximum number of leave days which may be used in a single year is four (4) days.

## **5. RELIGIOUS LEAVE**

Any employee whose religious affiliation requires the observance of holidays other than those regularly scheduled in the school calendar shall be excused by the Superintendent or his designated representative without loss of salary. This type of leave will be limited to two days per year. Said days shall be made up as directed by the employee's supervisor on days other than those on the official school calendar.

## **6. JURY AND LEGAL**

An employee called for jury duty during school hours or who is subpoenaed in any judicial proceeding shall receive leave for the time required. Any fee or remuneration, except mileage, the employee receives during such leave shall be turned over to the Lisbon School District. If an employee is temporarily excused from jury duty, the employee shall return to work and complete the regular workday.

## **7. ASSOCIATION LEAVE**

A total of four (4) days will be made available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. The Association will pay the cost involved in providing substitutes. Leave may not be taken in any increments smaller than 1/2 day. This total of four (4) days is a grand total for the entire faculty and is not to be interpreted that each employee is entitled to four (4) days.

## **8. OTHER TEMPORARY LEAVE**

Other temporary leaves of absence with pay may be granted at the sole discretion of the Superintendent.

## **D. UNPAID LEAVE**

### **1. FAMILY ILLNESS**

A leave of absence without pay or paid fringe benefits may be granted for a period of twelve (12) months or to the beginning of the next academic school year, whichever is less, for the purpose of caring for a sick or injured member of the employee's immediate family (spouse or child). Additional leave may be granted at the sole discretion of the Board.

### **2. THE FAMILY AND MEDICAL LEAVE ACT**

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993.

### **3. OTHER TEMPORARY LEAVE**

Other temporary leaves of absence without pay may be granted by the Superintendent.

#### **4. OTHER EXTENDED LEAVES**

Other extended leaves of absence without pay or paid benefits may be granted at the sole discretion of the Board.

#### **E. MILITARY LEAVE**

All employees are to attempt to schedule military leave at times that do not interfere with the regular school year. Chapter 29A of the Code of Iowa and its subsequent changes, if any, will be used to determine whether the leave will be paid or unpaid.

### **ARTICLE VI ADDITIONAL ASSIGNMENTS**

#### **ADDITIONAL ASSIGNMENTS**

Assignments in adult education and summer school courses shall not be obligatory but shall be with the consent of the employee.

### **ARTICLE VII EMPLOYEE EVALUATION**

#### **A. EMPLOYEE EVALUATION**

The instruments for employee evaluation shall be determined by the Board. During the first two years of employment in the Lisbon School District, at least two formal evaluations shall occur each year. The first shall occur in the first twelve weeks of the school year and the second prior to the beginning of the fourth nine weeks. Beyond the second year of employment, evaluations shall be conducted at the sole discretion of the Board. However, employees may request a formal evaluation.

The Board shall acquaint each employee with the procedural standards and instruments to be used within six weeks of the beginning of the school year or within six weeks of the date of employment for new employees starting employment after the beginning of the school year. Employees starting employment after the beginning of the school year shall be evaluated, during the first year, at the sole discretion of the Board.

Formal evaluation of the work performance of an employee shall be conducted openly with the full knowledge of the employee. Informal evaluations may occur at any time.

Nothing in this article shall preclude the use of a formal or informal employee evaluation in dismissal proceedings. However, any written record resulting from informal evaluations and which may be used in a dismissal proceeding, shall be made available to the employee within five (5) days of being placed in the employee's file.

A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the employer within ten (10) school days following the observation. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of content.

If the employee feels his/her formal evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

The Board has the authority to utilize outside experts to evaluate job performance of faculty members.

## **B. GRIEVANCE OF EVALUATION**

1. In any proceeding in which the employer attempts to use past evaluations to justify adverse action against a teacher, the teacher may challenge the substance of such past evaluations as being unfair, inaccurate, or unjust.
2. Adverse action shall be defined as: Withholding a step increase, suspension without pay, termination or layoff.
3. If the adverse action against an employee is staff reduction under the Staff Reduction Article of the Contract Article IX, the teacher's grievance of the evaluation shall be combined with the grievance, if any, filed alleging a violation of the Staff Reduction Article or any other Article grieved arising out of the same set of events.
4. A probationary employee (Iowa Code Section 279.19) may not grieve their evaluation during their probationary period.

## **ARTICLE VIII EMPLOYEES HOURS**

### **A. WORKDAY**

1. Employees should be in their assigned areas, or in other areas appropriate to class preparation activities by 7:45 a.m. and remain until 3:30 in the evening or until all of their responsibilities have been concluded for that day. On the last day of the work week, employees may leave the premises five (5) minutes after the last class is dismissed.
2. Employees who must return in the evening to supervise school activities may leave the premises five (5) minutes after the last class is dismissed on the day of the activity.
3. The principals have the authority to make minor changes in the school day as practical.
4. Employees may leave early with permission from their respective principal or supervisor. The principal or supervisor shall have the responsibility and authority in deciding such requests.
5. On the school days immediately preceding Thanksgiving and Winter recesses, employees shall be permitted to leave at 2:30 p.m.
6. Any teacher agreeing, at the request of the Board, to teach an "early bird" class scheduled before the regular school day will be allowed to leave school early in the afternoon. The amount of time the teacher will be allowed to leave early will be equal to the amount of time she/he was scheduled to report earlier than that of the regularly scheduled day. No teacher will be required to teach an early bird class.



**B. LUNCH PERIODS**

Employees will have a comparable lunch period in relationship to their respective students. This lunch period will be duty free.

**C. LEAVING THE BUILDING**

Employees may leave the building without requesting permission during their duty-free lunch periods, and with permission during their preparation periods. Employees shall notify their supervisor's office of their intent to leave the building.

**D. PREPARATION TIME**

It is desirable for each employee to have an uninterrupted preparation period each day. The practice of using a regular employee as a substitute, thereby depriving the employee of the preparation period, is undesirable, and shall be discouraged.

**E. MEETINGS**

Meetings may be called by respective principals at their discretion. Advance notices of forty-eight (48) hours shall be given prior to each meeting, unless an emergency condition exists. Employees with conflicts are to notify their principal or supervisor as soon as possible after notification has been received. Employees may be excused from the meeting if the conflict warrants it.

**F. NEW TEACHER**

New teachers to the district will have two additional working days added to their contract before the start of the school year. The building principal will arrange these days which will typically be the two days prior to teacher inservice.

**ARTICLE IX  
STAFF REDUCTION PROCEDURE**

**A. STAFF REDUCTION**

When one or more employees are to be laid off by the Board, the following procedures will be used.

Step 1: After normal attrition resulting from employees retiring or resigning, the Board may exercise their rights to transfer any assignment.

Step 2: Employees with emergency or temporary certification within a division will be laid off before any fully certified personnel endorsed by the State of Iowa shall be laid off.

Step 3: The curricular areas within the Lisbon School District will be divided into the following divisions for staff reduction:

Division I      Elementary-Kindergarten through grade 6

Division II     Middle-High School 7th-12th

Division III Special teachers not covered entirely in the above named groups.

Those certified employees who are reduced may replace another employee within the division based on the following criteria as listed in order of priority:

1. They must have approval in the subjects to be taught.
2. If both have the same approval, seniority within the District will prevail.
3. If both 1 & 2 are equal, experience in the position will prevail.
4. If all 1, 2, & 3 are equal, total teaching experience in the approved area will prevail.
5. If all 1, 2, 3, & 4 are equal, administration decision will prevail.

**DEFINITIONS:**

Certification: The right to teach as granted by the state.

Endorsement: The right to teach in a specific division.

Approval: The right to teach in a particular curricular area.

Experience in the Position: The length of time the employee has taught the specific subject in the Lisbon Schools.

Total Teaching Experience in Approved Area: The total amount of time the employee has taught the specific subject in any approved school.

No employee may be prevented from securing other employment during the period the employee is laid off under this section. Laid off employees shall be reinstated in inverse order of their being laid off, if qualified to fill the vacancies. No transfer of staff shall be used to prevent reinstatement of laid off employees.

**B. NOTIFICATION**

After the number of the employees to be laid off has been determined by the Board, the Association shall be notified in writing no later than April 30th preceding each school year. Such notice shall include written reasons for reduction of staff.

**C. RECALL RIGHTS**

Any employee laid off pursuant to this article shall have recall rights to any position for which the employee may become certified for two years from the effective date of the layoff and shall be recalled to available positions in such professional categories in inverse order of the layoff. Employees shall be responsible for notifying the Board of additional certification received after layoff.

An employee selected for recall will be informed by the Board of his/her recall in writing. Such written notice shall specify the position of which the employee is being recalled and the date of such recall. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested, the last known address of the employee as shown on the school district's records. It shall be the responsibility of each employee on layoff to keep the Board advised of the employee's current address. Within ten (10) calendar days after an employee receives notice of reemployment, or within fourteen (14) calendar days of the date of mailing of the Board notice, the employee must advise the Board in writing that he/she will be able to commence employment on the date specified in such notice.

Any and all reemployment rights granted to an employee on layoff shall terminate upon the employee's failure to accept within ten (10) days after receipt of such offer or within fourteen (14) days from date of the Board mailing.

#### **D. BENEFITS**

Any employee reemployed by exercising the recall rights will be placed at the step position and level the employee had attained when the reduction of staff occurred. In addition credit on the salary schedule will be given for teaching experience gained during the layoff time if the teaching experience has been in a school district approved by the Iowa Department of Education. A year of service consists of employment of ninety (90) days or more in one school year.

#### **E. SENIORITY LIST**

The seniority list for the year's current staff will be published and distributed to each certified teacher by October 1st of each school year.

### **ARTICLE X HOLIDAYS**

All members of the bargaining unit shall be entitled to the following six (6) paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Memorial Day

No employee shall be required to perform duties on any of the above holidays.

### **ARTICLE XI INSERVICE**

When a physically or mentally handicapped student is placed in the classroom under the "local program plan" as required by PL 94-142, the administration and teachers concerned will meet jointly to discuss appropriate inservice training.

## **ARTICLE XII DUES DEDUCTION**

### **A. AUTHORIZATION**

An employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board a properly executed written assignment authorizing payroll deduction of professional dues. This must be done by September 10th of the current year.

### **B. REGULAR DEDUCTION**

Pursuant to a deduction authorization, the Board will deduct monthly a pro-rata portion of the annual dues from the regular salary check of the employee.

### **C. TERMINATION**

An employee may terminate the dues deduction authorization at any time by giving 30 days written notice to both the Association and the Board.

### **D. TRANSMISSION OF DUES**

The Board shall transmit to the Association the total monthly deduction for professional dues and a listing of the employees for whom the deductions were made within 30 days following the date of which the deduction was made.

### **E. LIABILITY**

The Association agrees to hold harmless, defend and to indemnify the Board, its members and its administrative personnel against all claims, costs, suits, or other liability including court and administrative agency costs, arising out of the application of this dues deduction article.

## **ARTICLE XIII WAIVER**

This written agreement between the Association and the Board constitutes the entire agreement between said parties on all matters pertaining to wages, hours and working conditions during the term of this agreement. The parties agree to waive any further right or duty to negotiate over issues during the term of this contract. All matters not specifically covered in this written agreement are, and shall remain, the prerogative of the Board for the term of the agreement.

**ARTICLE XIV**  
**COMPLIANCE CLAUSES AND DURATION**

**A. SEPARABILITY**

If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid, and subsisting, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

**B. COPIES OF THE AGREEMENT**

Copies of this agreement shall be compiled at the expense of the District after agreement with the Association on format, within thirty (30) days after the agreement is signed. This agreement shall be presented to all employees now employed and hereafter employed in this school year. Copies will be made available for examination by potential employees. The Lisbon Education Association shall receive eight (8) copies of the agreement.

**C. DURATION PERIOD**

This agreement shall be in effect as of July 1, 2006, and shall continue in effect until June 30, 2007. All summer activities and classes that start before July 1st will be treated in their entirety under agreements in effect at the start of such summer classes and activities. This agreement shall automatically continue in force and effect for equivalent periods, unless either party notifies the other party in writing, by the date established by state law (Dec. 15) of its desire to modify the agreement, to be effective immediately following the school year.


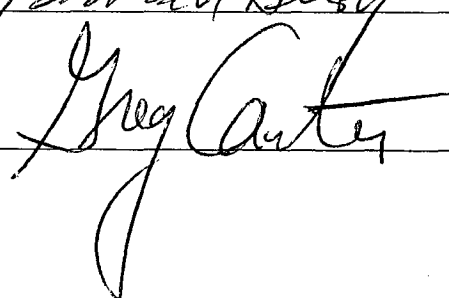
**D. ANTICIPATED STATE AID FOR TEACHER SALARIES**

Any money that may be realized from Phase II of the proposed state teacher salary plan will be distributed according to statute and money available will be distributed to the teaching staff using the present index of the salary schedule with the base of \$24,000.


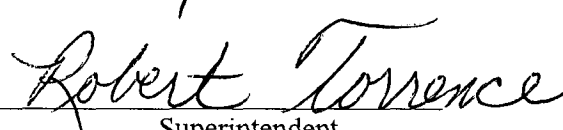
**E. SIGNATURE CLAUSE**

In witness whereof, the parties hereto, have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 8th day of May, 2006.

**LISBON EDUCATION ASSOCIATION**

BY   
BY 

**LISBON BOARD OF EDUCATION**

BY   
Board President  
BY   
Superintendent

| BASE           | \$ 24,000          | LISBON COMMUNITY SCHOOL |                    |                    | SCHEDULE A         | 2006-2007          |
|----------------|--------------------|-------------------------|--------------------|--------------------|--------------------|--------------------|
| STEP           | BA                 | BA+12                   | BA+24              | MA                 | MA+12              | MA+24              |
| 1              | \$ 24,000<br>1.000 | \$ 24,936<br>1.039      | \$ 25,872<br>1.078 | \$ 26,808<br>1.117 | \$ 27,720<br>1.155 | \$ 28,656<br>1.194 |
| 2              | \$ 24,936<br>1.039 | \$ 25,872<br>1.078      | \$ 26,808<br>1.117 | \$ 27,720<br>1.155 | \$ 28,656<br>1.194 | \$ 29,592<br>1.233 |
| 3              | \$ 26,088<br>1.087 | \$ 27,024<br>1.126      | \$ 27,960<br>1.165 | \$ 28,896<br>1.204 | \$ 29,832<br>1.243 | \$ 30,768<br>1.282 |
| 4              | \$ 27,504<br>1.146 | \$ 28,416<br>1.184      | \$ 29,352<br>1.223 | \$ 30,288<br>1.262 | \$ 31,224<br>1.301 | \$ 32,160<br>1.340 |
| 5              | \$ 28,656<br>1.194 | \$ 29,592<br>1.233      | \$ 30,528<br>1.272 | \$ 31,464<br>1.311 | \$ 32,400<br>1.350 | \$ 33,336<br>1.389 |
| 6              | \$ 29,832<br>1.243 | \$ 30,768<br>1.282      | \$ 31,680<br>1.320 | \$ 32,616<br>1.359 | \$ 33,552<br>1.398 | \$ 34,488<br>1.437 |
| 7              | \$ 30,768<br>1.282 | \$ 31,680<br>1.320      | \$ 32,616<br>1.359 | \$ 33,552<br>1.398 | \$ 34,488<br>1.437 | \$ 35,424<br>1.476 |
| 8              | \$ 31,464<br>1.311 | \$ 32,400<br>1.350      | \$ 33,312<br>1.388 | \$ 34,248<br>1.427 | \$ 35,184<br>1.466 | \$ 36,120<br>1.505 |
| 9              | \$ 32,160<br>1.340 | \$ 33,096<br>1.379      | \$ 34,008<br>1.417 | \$ 34,944<br>1.456 | \$ 35,880<br>1.495 | \$ 36,816<br>1.534 |
| 10             | \$ 32,856<br>1.369 | \$ 33,792<br>1.408      | \$ 34,728<br>1.447 | \$ 35,640<br>1.485 | \$ 36,576<br>1.524 | \$ 37,512<br>1.563 |
| 11             | \$ 33,552<br>1.398 | \$ 34,488<br>1.437      | \$ 35,424<br>1.476 | \$ 36,336<br>1.514 | \$ 37,272<br>1.553 | \$ 38,208<br>1.592 |
| 12             | \$ 34,248<br>1.427 | \$ 35,184<br>1.466      | \$ 36,120<br>1.505 | \$ 37,056<br>1.544 | \$ 37,992<br>1.583 | \$ 38,928<br>1.622 |
| 13             | \$ 34,944<br>1.456 | \$ 35,880<br>1.495      | \$ 36,816<br>1.534 | \$ 37,752<br>1.573 | \$ 38,688<br>1.612 | \$ 39,624<br>1.651 |
| 14             | \$ 35,640<br>1.485 | \$ 36,576<br>1.524      | \$ 37,512<br>1.563 | \$ 38,448<br>1.602 | \$ 39,384<br>1.641 | \$ 40,320<br>1.680 |
| 15             | \$ 36,816<br>1.534 | \$ 37,752<br>1.573      | \$ 38,208<br>1.592 | \$ 39,144<br>1.631 | \$ 40,080<br>1.670 | \$ 41,016<br>1.709 |
| 16             |                    |                         | \$ 39,384<br>1.641 | \$ 40,320<br>1.680 | \$ 41,256<br>1.719 | \$ 41,712<br>1.738 |
| 17             |                    |                         |                    |                    |                    | \$ 42,408<br>1.767 |
| 18             |                    |                         |                    |                    |                    | \$ 43,584<br>1.816 |
| Longevity Step |                    |                         |                    |                    |                    |                    |
| First          | \$ 600             | \$ 900                  | \$ 900             | \$ 1,100           | \$ 1,200           | \$ 1,300           |
| Second         | \$ 600             | \$ 800                  | \$ 800             | \$ 1,000           | \$ 1,100           | \$ 1,200           |
| Third          | \$ 600             | \$ 700                  | \$ 700             | \$ 900             | \$ 1,000           | \$ 1,000           |
| Fourth         | \$ 600             | \$ 700                  | \$ 700             | \$ 900             | \$ 1,000           | \$ 1,000           |
| Fifth          | \$ 600             | \$ 700                  | \$ 700             | \$ 900             | \$ 1,000           | \$ 1,000           |

## SCHEDULE B SUPPLEMENTAL PAY

A. Amounts will be paid for activities which are actually conducted.

B. Amounts for additional activities not listed will be set by the Board and be open for negotiations in the 2006-2007 contract. All employees filling the following positions shall receive the following percentage of their increment step, but not beyond the BA + 12 lane, for only the number of years they have conducted each activity. Activity means the same activity at each level, i.e. football, basketball, band, vocal music and so forth.

C. If a head coach is required to supervise the JV/Fresh-Soph. program, for a minimum of six playing dates in addition to the regular varsity scheduled playing dates, the coach shall be compensated at the rate of one-half (1/2) of the rate of an assistant coach.

D. The board reserves the right to determine if an assistant coach is needed and if one is hired, the JV/Fresh-Soph. Programs shall be that person's responsibility, and paragraph C above shall no longer be applicable.

|                                                                                                                                                             |      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Athletic Director, Head Football, Head Basketball, Head Wrestling,<br>Head Softball, Band, Head Baseball                                                    | 11%  |
| Ass't. Basketball                                                                                                                                           | 10%  |
| Vocal Music, Drama(Play and Musical)                                                                                                                        | 9%   |
| Ass't. Football, Ass't. Wrestling, Head Track, Head Volleyball, Ass't. Softball<br>Ass't Baseball, Large Group Speech                                       | 8%   |
| High School Cheerleading                                                                                                                                    | 7%   |
| Individual Speech                                                                                                                                           | 6%   |
| J.H. Football, J.H. Basketball, J.H. Wrestling, Ass't. Volleyball, Ass't. Track,<br>Golf, Weightlifting, Musical Director(Musical), Annual, J.H. Volleyball | 5%   |
| J.H. Cheerleading, Ass't. Cheerleading                                                                                                                      | 4%   |
| J.H. Track, Ass't. Play Director, Win With Wellness                                                                                                         | 3%   |
| Junior Class Sponsor (Chairperson), Student Council, Head Senior Class Sponsor                                                                              | 2.5% |
| National Honor Society Sponsor, Orchestral Director for Musical, Flag Corps Director                                                                        | 2%   |